support for himself for the remainder of his life, and the failure of the son to comply with his agreement, rendering impossible of realization the purpose of the grantor, it is held, in *Glocke* v. *Glocke* (Wis.) 57 L. R. A. 458, that if a grantor elects to rescind the transaction, a court of equity will take jurisdiction to give a protective remedy to him by establishing his status as owner of the property.

To the same effect, see *Lowman* v. *Crawford*, 99 Va. 688, 7 Va. Law Reg. 551, and note; also 7 Va. Law Reg. 601.

CONTRACTS OF MARRIED WOMEN—SURETYSHIP—CONFLICT OF LAWS.—The contract of a married woman as surety on a note is held, in *Union Nat. Bank* v. *Chapman* (N. Y.) 57 L. R. A. 513, to be governed by the law of the place where her signature is affixed and the instrument delivered to the payee, although the note is payable in another State, and, as against the makers, has no valid inception until its negotiation in the latter State if the surety has no knowledge that it is to be negotiated there, or intention that her contract shall be governed by the laws of that State.

The subject of conflict of laws as to capacity of a married woman to contract is discussed in a note to this case.

PUBLIC OFFICERS — RESIGNATION — CONSTITUTIONAL PROVISION.—Under the Texas Constitution it is provided that all officers within the state shall continue to perform the duties of their respective offices until their successors are chosen. Plaintiff resigned as county surveyor in order that he might purchase public lands, which he was prohibited to purchase while in office. The resignation was accepted. *Held*, that until his succ or was appointed his resignation was not effective. *Keen* v. *Featherston* Tex.), 69 S. W. 983.

A similar ruling was made in *Badger* v. *Bolles*, 93 U. S. 599. The Virginia Constitution (1902) contains a similar provision (sec. 33).

ADMIRALTY—RIGHT OF MASTER TO CHASTISE SEAMAN.—A master may inflict moderate chastisement for disobedience. He may correct a disobedient seaman by corporal punishment, but it must be reasonable, decent and not disproportionate to the offense. The court will not undertake to adjust very exactly the balance between the gravity of the offense and the quantum of punishment. *The City of Mobile* (D.C.) 116 Fed. 212.

To justify a seaman in leaving a vessel before the termination of the voyage on account of the cruelty of the master, it must be apparent, as from repeated acts of cruelty or oppression, that he could not remain without extreme danger to his personal safety. *Ib.*

CHANCERY PRACTICE—INFANTS—CONSENT DECREES.—Where a consent decree was rendered by the court without looking into the merits to determine whether or not it was for the benefit of the infant, *Held*, error. *Rankin* v. *Schofield* (Ark.) 70 S. W. 306.

Though infants are incapable of consenting to a decree, it is binding upon

them, if for their benefit. *Harman* v. *Davis*, 30 Gratt. 461. If prejudicial, it is not. *Dangerfield* v. *Smith*, 83 Va. 81. The fact that it is beneficial should appear from the record. *Morriss* v. *V. Ins. Co.*, 85 Va. 588. They may consent, by guardian *ad litem*, for the removal of a cause. *Lemmon* v. *Herbert*, 92 Va. 653. See on the subject generally, 1 Va. Law Reg. 472; 3 Id. 750; *Thompson* v. *Maxwell Land Grant Co.*, 168 U. S. 450.

NEGLIGENCE—ALLOWING HORSE TO STAND UNTIED.—From the fact that a quiet, gentle horse was left standing untied in the public street, free from the presence of anything which might frighten or disturb him, it appearing that the driver had been accustomed to use the horse in that way for many years without an accident, it is held, in *Belles* v. *Kellner* (N. J. Err. & App.) 57 L. R. A. 627, that no inference can arise that the act was negligent.

In *Bowen* v. *Flanagan*, 84 Va. 313, the driver had left his mule and cart standing in the street. The mule suddenly started off and collided with paintiff, and a verdict for him on these facts against the owner of the vehicle was not disturbed. No inquiry was made as to the disposition of the mule.

CONTRACTS — SALE OR FARM OF PUBLIC OFFICE. — A contract between a sheriff and his deputy, providing that the deputy as such shall collect all the taxes and do all the work of the sheriff's office in one district, and that he shall have all the fees and commissions allowed by law upon the work done by him, and in consideration thereof shall pay the sheriff $100 a year, is held in *White* v. *Cook* (W. Va.) 57 L. R. A. 417, to be in violation of the state statutes prohibiting the sale or farming of any office under the laws of the state.

Section 166 of the Virginia Code prescribes a penalty of perpetual disqualification *quoad* that office of both parties to a contract to sell or farm any office of honor, trust or profit under the Constitution of Virginia. This statute is probably unconstitutional, so far as the penalty of future disqualification for holding office is concerned. See 3 Va. Law Reg. 471.

BANKRUPTCY—FAILURE OF BANKRUPT TO TURN OVER ASSETS—CONTEMPT. A court of bankruptcy cannot sentence a bankrupt to imprisonment for debt, and what it cannot do directly, it cannot do by indirection under another name. In cannot, therefore, lawfully order a bankrupt to deliver to the trustee money or property which he has not in his possession or under his control, and imprison him if he does not comply with the order. No new or enlarged jurisdiction in the matter of contempt is conferred upon the court by the Bankruptcy Act, and no power to impose a punishment which might not be rightly and lawfully imposed, on a similar state of facts, by any other United States Court under section 725 of the Revised Statutes. The mode of proceeding in a court of bankruptcy in contempt proceedings should conform to the established practice in all other federal